

his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

My commission expires Feb. 7, 1925

(SEAL) Winifred O'Hara, Notary Public

Filed for record in Tulsa County, Tulsa Oklahoma, June 15, 1923 at 4:15 o'clock P. M. in Book 451, page 446

By Brady Brown, Deputy

(SEAL)

O. G. Weaver, County Clerk

233397 C.J.

M O R T G A G E

COMPARED

FOR THE CONSIDERATION OF Three Hundred Dollars

Charles W. Ellis and Vina Ellis, his wife, of

Tulsa County, State of Oklahoma, first parties

do hereby mortgage and convey to GUM BROTHERS COM-

PANY, a corporation, of Oklahoma City, Oklahoma,

second party, its successors and assigns, the following real estate, situated in Tulsa County, State of Oklahoma, described as follows, to-wit:

The west half of the Northeast quarter, Southeast quarter of the Northeast quarter and south half of the Northeast quarter of the Northeast quarter all in Section Eleven, and the Southwest quarter of Section Thirteen, All in Township Nineteen, North, Range Fourteen East Indian Meridian, Containing 300 acres, more or less.

Subject to a prior mortgage of \$6000.00 to Aetna Life Insurance Company.

Together with all rents and profits therefrom and all improvements and appurtenances now or hereafter in anywise belonging thereto; and the said first parties do hereby warrant the title thereto against all persons whomsoever.

This mortgage is given to security for the performance of the covenants herein, and the payment to the said GUM BROTHERS COMPANY, a corporation, its successors and assigns, the principal sum of Three Hundred Dollars according to the terms and conditions of the two promissory notes made and executed by said Charles W. Ellis and Vina Ellis bearing even date herewith, and with interest thereon according to the terms of said notes, the last of said notes maturing on the first day of May 1925.

The said first parties shall not commit or suffer waste; shall pay all taxes and assessments upon said described real property, and any taxes or assessments made upon said loan or the legal holder of said note and mortgage on account of said loan, to whomsoever assessed, including personal taxes, before delinquent, except the mortgage registration tax provided by the laws of the State of Oklahoma, which shall be paid by the mortgagee; shall keep said premises free from all judgments, mechanics' liens and all other statutory liens of whatsoever nature; shall pay for expense of extension of abstract and all expenses and attorney's fees incurred by the second party or its assigns by reason of litigation with third parties to protect the lien of this mortgage, and shall pay promptly when due the interest on or principal of any prior mortgages on said premises; shall keep the buildings upon said premises insured against loss by fire, lightning, wind storms, cyclones and tornadoes, and in such other forms of insurance as may be required by said second party or assigns, in an amount satisfactory to said second party or assigns, in insurance companies approved by said second party, delivering all policies and renewal receipts to said second party, its successors and assigns; and upon satisfaction of this mortgage will accept from the mortgagee a duly executed release of the same, have it recorded, and pay the cost of recording.

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